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5 *Attorneys for Plaintiff Allscripts Healthcare, LLC*

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7
8 UNITED STATES DISTRICT COURT
9 DISTRICT OF OREGON
10 EUGENE DIVISION

11 ALLSCRIPTS HEALTHCARE, LLC
as Successor to ALLSCRIPTS, LLC,

12 Plaintiff,

13 v.

14 THE CORVALLIS CLINIC, P.C.,

15 Defendant.
16

Case No.

COMPLAINT

17
18 **NOW COMES** the plaintiff Allscripts Healthcare, LLC (“Plaintiff”), by and through its
19 counsel of record, and complains of the defendant Corvallis Clinic, P.C. (“Defendant”) as
20 follows:

21 **IDENTIFICATION OF PARTIES**

22 1. Plaintiff is a North Carolina limited liability company and maintains an office and
23 principal place of business in Raleigh, Wake County, North Carolina. Plaintiff is the successor to
24 Allscripts, LLC. For the purposes of diversity jurisdiction, Allscripts is a wholly-owned
25 subsidiary of Allscripts Healthcare Solutions, Inc., a Delaware corporation with an office and
26 principal place of business in Chicago, Cooke County, Illinois.

2. Defendant is an Oregon professional corporation and maintains an office and principal place of business in Corvallis, Benton County, Oregon.

JURISDICTION AND VENUE

3. This Court has personal jurisdiction over Defendant.

4. Diversity jurisdiction exists pursuant to 28 U.S.C. § 1332(a)(1). Plaintiff is a North Carolina limited liability company with a principal place of business in North Carolina and is a wholly-owned subsidiary of a Delaware corporation with its principal place of business in Illinois. Defendant is an Oregon corporation with a principal place of business in Oregon. Therefore, complete diversity exists. As explained *infra*, the amount in controversy, exclusive of interest and costs, exceeds the sum or value of \$75,000.00.

5. Venue in the District of Oregon is proper pursuant to 28 U.S.C. § 1391(b)(1), as Defendant resides in this judicial district.

6. Plaintiff submits to the jurisdiction and venue of this Court for the purposes of this action.

**COUNT ONE
Breach of Contract**

7. Defendant entered into a Touchworks System Agreement with Plaintiff's predecessor-in-interest, Allscripts, LLC, on or about September 12, 2006 (the "Touchworks System Agreement").

8. The Touchworks System Agreement provided for an initial 20-year term of services.

9. The parties entered into four written amendments to the Touchworks System Agreement on September 3, 2009, September 29, 2009, March 24, 2011, and January 18, 2013, respectively (collectively, the "Touchworks Amendments").

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1 10. The Touchworks Amendments incorporated by reference the terms and conditions
2 of the Touchworks System Agreement (together, the “Touchworks Agreement”) and provided
3 for an initial ten-year term of service during which service could not be canceled.

4 11. Between April 2008 and February 2017, Defendant entered into eleven additional
5 agreements with Plaintiff for the provision of certain subscription and maintenance services (the
6 “Client Order Forms”).

7 12. Each of the Client Order Forms incorporated by reference the terms and
8 conditions of the Touchworks Agreement.

9 13. Pursuant to the Touchworks Agreement and Client Order Forms, Plaintiff agreed
10 to provide hardware, software, equipment, and licenses for the use of certain medical software,
11 along with related software maintenance and support services for said software (the “Goods and
12 Services”), to Defendant.

13 14. Pursuant to their terms, Defendant agreed to pay for the Goods and Services
14 provided under the Touchworks Agreement within 45 days of each invoice, and further agreed to
15 pay for the Goods and Services provided under the Client Order Forms within 30 days of each
16 invoice.

17 15. Plaintiff provided services to Defendant consistent with the terms of the
18 Touchworks Agreement and Client Order Forms.

19 16. Neither the Touchworks Agreement or the Client Order Forms were ever properly
20 or effectively canceled by Defendant

21 17. Defendant defaulted on the Touchworks Agreement and Client Order Forms by
22 failing to pay for the Goods and Services provided by Plaintiff thereunder.

23 18. Plaintiff provided Notice of Material Breach to Defendant on or about July 3,
24 2018 via certified mail and Defendant failed to cure its default within the time provided to do so.

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1 19. Pursuant to the Touchworks Agreement and upon Defendant's failure to cure its
2 default, Plaintiff is entitled to terminate the agreement and recover all past due amounts and
3 declare any unpaid amounts owed immediately due and payable.

4 20. The Touchworks Agreement provides for interest to accrue at a rate of 18% per
5 annum on all amounts not paid within forty-five days of invoice.

6 21. The Touchworks Agreement further provides for the recovery of Plaintiff's costs,
7 expenses, and reasonable attorneys' fees, and Defendant is hereby given notice by Plaintiff of its
8 intention to collect reasonable attorneys' fees.

9 22. After default, there remains due and owing to Plaintiff a principal balance of
10 \$313,118.38 as evidenced by the Statement of Account previously attached hereto as **Exhibit A**
11 and incorporated herein by reference.

12
13 **WHEREFORE**, Plaintiff respectfully requests that it have and recover Judgment against
14 Defendant in the principal amount of \$313,118.38, plus accrued prejudgment interest in the
15 amount of \$92,612.17 through and including July 25, 2019, prejudgment interest thereafter at a
16 rate of 18% per annum until the date of judgment, and interest from the date of judgment until
17 paid in full at a rate of 9% per annum pursuant to 2019 ORS § 82.010 from the date of judgment
18 until paid in full, reasonable attorneys' fees, and costs.

19 DATED: September 9, 2019.

BALL JANIK LLP

20 By: s/ Megan M. Evans

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Customer Number	Customer Name	Contract Number	Invoice Type Name	Invoice Number	Billing Start Date	Billing End Date	Due Date	Outstanding Amount	Age Days	Interest (Balance due x 18% x Days Late / 365 days)
10060595	Corvallis Clinic, P.C.	US1074384	US INV Maintenance	4001284231	4/1/2017	3/30/2018	04-May-2017	\$ 29,215.06	812	\$ 11,703.51
10060595	Corvallis Clinic, P.C.	US1110115	US INV Maintenance	4001089242	10/30/2016	10/29/2017	29-Nov-2016	\$ 20,140.00	968	\$ 9,617.46
10060595	Corvallis Clinic, P.C.	US1110115	US INV Maintenance	4001513860	10/30/2017	10/29/2018	29-Nov-2017	\$ 22,023.65	603	\$ 6,552.70
10060595	Corvallis Clinic, P.C.	US1110115	US INV Maintenance		10/30/2018	10/29/2019		\$ 32,854.96	0	\$ -
10060595	Corvallis Clinic, P.C.	US1110115	US INV Maintenance		10/30/2019	10/29/2019		\$ 32,854.96	0	\$ -
10060595	Corvallis Clinic, P.C.	US1132734	US INV Maintenance	4001085841	10/26/2016	10/25/2017	25-Nov-2016	\$ 13,810.66	972	\$ 6,622.25
10060595	Corvallis Clinic, P.C.	US1138332	US INV Maintenance	4001173055	1/1/2017	12/31/2017	03-Feb-2017	\$ 797.30	902	\$ 354.78
10060595	Corvallis Clinic, P.C.	US1140403	US INV Maintenance	4001340863	5/16/2017	5/14/2018	15-Jun-2017	\$ 913.38	770	\$ 346.98
10060595	Corvallis Clinic, P.C.	US1142031	US INV Maintenance	4001380560	6/29/2017	6/27/2018	29-Jul-2017	\$ 610.89	726	\$ 218.81
10060595	Corvallis Clinic, P.C.	US1144655	US INV Maintenance	4001481435	9/26/2017	9/24/2018	26-Oct-2017	\$ 233.14	637	\$ 73.28
10060595	Corvallis Clinic, P.C.	US1149521	US INV Maintenance	4001241849			30-Mar-2017	\$ 3,986.66	847	\$ 1,665.86
10060595	Corvallis Clinic, P.C.	US1149521	US INV Maintenance	4001637245			29-Mar-2018	\$ 1,657.23	483	\$ 395.00
10060595	Corvallis Clinic, P.C.	US602431	US INV Maintenance	4001172248	1/1/2017	12/31/2017	03-Feb-2017	\$ 6,592.00	902	\$ 2,933.32
10060595	Corvallis Clinic, P.C.	US603272	US INV Maintenance	4001172346	1/1/2017	12/31/2017	03-Feb-2017	\$ 96,808.05	902	\$ 43,077.85
10060595	Corvallis Clinic, P.C.	US603647	US INV Maintenance	4001172116	1/1/2017	12/31/2017	03-Feb-2017	\$ 241.29	902	\$ 107.37
10060595	Corvallis Clinic, P.C.	US603658	US INV Maintenance	4001172149	1/1/2017	12/31/2017	03-Feb-2017	\$ 67.30	902	\$ 29.95
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001172726			03-Feb-2017	\$ 1,236.34	902	\$ 550.15
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001209861			04-Mar-2017	\$ 1,846.43	873	\$ 795.22
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001319854			01-Jun-2017	\$ 1,846.43	784	\$ 714.18
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001357150	7/1/2017	7/31/2017	05-Jul-2017	\$ 1,846.43	750	\$ 683.22
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001391984	8/1/2017	8/31/2017	04-Aug-2017	\$ 1,885.21	720	\$ 669.68
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001423225	9/1/2017	9/30/2017	01-Sep-2017	\$ 1,885.21	692	\$ 643.65
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001458453	10/1/2017	10/31/2017	06-Oct-2017	\$ 1,885.21	657	\$ 611.11
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001491280	11/1/2017	11/30/2017	02-Nov-2017	\$ 1,885.21	630	\$ 586.01
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001525937	12/1/2017	12/31/2017	05-Dec-2017	\$ 1,885.21	597	\$ 555.33
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001554370	1/1/2018	1/31/2018	03-Jan-2018	\$ 1,885.21	568	\$ 528.37
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001586335	2/1/2018	2/28/2018	03-Feb-2018	\$ 1,885.21	537	\$ 499.55
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001615346	3/1/2018	3/31/2018	04-Mar-2018	\$ 1,885.21	508	\$ 472.59
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001647524	4/1/2018	4/30/2018	07-Apr-2018	\$ 1,885.21	474	\$ 440.98
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001721623	5/1/2018	5/31/2018	05-May-2018	\$ 1,885.21	446	\$ 414.94
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001751326	6/1/2018	6/30/2018	02-Jun-2018	\$ 1,885.21	418	\$ 388.91
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance	4001784292	7/1/2018	7/31/2018	04-Jul-2018	\$ 1,885.21	386	\$ 359.16
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance		8/1/2018	8/31/2018		\$ 1,885.21	0	\$ -
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance		9/1/2018	9/30/2018		\$ 1,885.21	0	\$ -
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance		10/1/2018	10/31/2018		\$ 1,885.21	0	\$ -
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance		11/1/2018	11/30/2018		\$ 1,885.21	0	\$ -
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance		12/1/2018	12/31/2018		\$ 1,885.21	0	\$ -
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance		1/1/2019	1/31/2019		\$ 1,885.21	0	\$ -
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance		2/1/2019	2/28/2019		\$ 1,885.21	0	\$ -
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance		3/1/2019	3/31/2019		\$ 1,885.21	0	\$ -
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance		4/1/2019	4/30/2019		\$ 1,885.21	0	\$ -
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance		5/1/2019	5/31/2019		\$ 1,885.21	0	\$ -
10060595	Corvallis Clinic, P.C.	US1067240	US INV Maintenance		6/1/2019	6/29/2019		\$ 2,061.60	0	\$ -
Total:								\$ 313,118.38		\$ 92,612.17

Exhibit A